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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA,
NORTHERN DIVISION

2007 JAN 23 3:54
DEBRA P. HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA.
RICHARD BROWN, SR. and
CAROLYN W. BROWN,
Plaintiffs,

Vs.

MITCHELL BLACKMORE; and
UNITED SERVICES AUTOMOBILE
ASSOCIATION,

Defendants.

CV NO. ~~CV-06~~

2:07CV 79-MEF

COMPLAINT
STATEMENT OF THE PARTIES

1. Plaintiffs Richard Brown, Sr. and Carolyn Brown are husband and wife and are over the age of 19 years and are citizens of Montgomery, Alabama.

2. Defendant Mitchell Blackmore is over the age of 19 years and is a citizen of Gallatin, Tennessee.

3. Defendant United Services Automobile Association (hereinafter referred to as "USAA") is a foreign corporation with its principal place of business in Texas, but does business in Montgomery County, Alabama.

4. The amount of controversy exceeds \$75,000.00 exclusive of interest and cost.

5. The Court has jurisdiction and venue pursuant to 28 U.S.C. 1332 and 28 U.S.C. 1391(a).

STATEMENT OF FACTS

6. On July 31, 2005, Plaintiff Carolyn Brown was operating a vehicle

with her husband Richard Brown as a passenger and was stopped on Interstate 65 North in Autauga County, Alabama.

7. At said time and place, Defendant Blackmore was operating a pick-up truck on Interstate 65 North.

8. Defendant Blackmore's vehicle struck the Brown's car in the rear knocking it off into the median of Interstate 65.

9. At the time of the wreck, Plaintiffs Brown were covered by a policy of insurance issued by Defendant USAA.

COUNT ONE

(NEGLIGENCE)

10. Plaintiffs Brown reallege paragraphs 1 through 9 of the Complaint as if set out here in full.

11. On the aforementioned date and time, Defendant Blackmore negligently and/or wantonly operated his motor vehicle causing it to strike Plaintiff Brown's car because Defendant Blackmore failed to keep a proper lookout and failed to keep his car under control and failed to keep the proper distance between his car and the Brown's car so he could stop without hitting the Brown's car.

12. As a proximate consequence of Defendant Blackmore's negligence and/or wantonness, Plaintiff Richard Brown was injured and damaged as follows: he suffered bodily injury; he incurred medical expenses and will incur medical expenses in the future; he suffered physical pain and will continue to do so in the future; he suffered mental anguish and will continue to do so in the future; his

vehicle has been damaged; and he has been otherwise injured and damaged. Carolyn Brown was injured and damaged as follows; she suffered an aggravation of a pre-existing low back injury; she suffered other bodily injuries; she incurred medical expenses in the past and will do so in the future; she will incur physical pain in the past and in the future; she will incur mental anguish in the past and in the future and she has been otherwise injured and damaged.

WHEREFORE, Plaintiffs Brown, demand judgment against Defendant Blackmore in such an amount of compensatory and punitive damages as a jury may award and their costs for this action.

COUNT TWO

(UNDERINSURED MOTORIST COVERAGE)

13. Plaintiffs reallege paragraphs 1 through 12 of the Complaint as if set out here in full.

14. At the aforementioned time, Defendant USAA had in full force and effect underinsured motorist coverage under Policy No. 00053 40 69U 7104 0.

15. Plaintiffs Brown are due the policy limits under the USAA's policy.

WHEREFORE, Plaintiffs Brown demand judgment against USAA in such an amount of compensatory and punitive damages as the Court deems reasonable.



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